

RECORDING REQUESTED BY: and RETURN TO: Gold Fields Mining Corp. Attn: Land Dept. 200 Union Blvd., Ste. 500 Lakewood, CO 80228
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MEMORANDUM OF MINERAL LEASE

THIS MEMORANDUM OF MINERAL LEASE effective this 18th day of November, 1983, is filed of record in accordance with the provisions contained in a MINERAL LEASE (hereinafter called "Agreement") of even date herewith, wherein Jennings Gary Dorn, Sr., a/k/a J. G. Dorn and Virginia M. Dorn, husband and wife, whose address is P. O. Box 36, McCormick, South Carolina 29835 (hereinafter called "Lessor") granted to Gold Fields Mining Corporation, a Delaware corporation, authorized to transact business in South Carolina, with an office address at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80223 (hereinafter called "Lessee") an exclusive lease with an option to purchase certain tracts of land (hereinafter called "Property") located in McCormick County, South Carolina, the Property being identified on Exhibit "A" (attached hereto and made a part hereof). The Property is leased and optioned by Lessor to Lessee for the consideration and subject to all of the terms and conditions contained in the Agreement, which terms and conditions include, but are not limited to the following:

1. GRANT OF RIGHTS. Lessor granted to Lessee an exclusive lease and option to purchase the Property, including all ores, metals, minerals, tailings, concentrates and mineral products (hereinafter called "Minerals") together with the exclusive right to enter upon, possess, and use the Property for exploration, development, mining, extraction and processing of all Minerals and for all such other purposes related to such operations on other properties adjacent to or in the vicinity of the Property.

2. TERM. The Agreement is granted for an initial term of twenty-one (21) years and so long thereafter as Lessee is exercising the rights granted in the Agreement and continues to make the minimum advance royalty payments (hereinafter called "Minimum Payments") set forth in the Agreement.

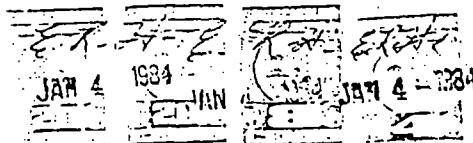
3. MINIMUM PAYMENTS AND PRODUCTION ROYALTY PAYMENTS.

A. In lieu of any obligation on the part of Lessee to explore, develop or mine the Property or perform any other activities thereon, Lessee shall pay to Lessor Minimum Payments in the amounts set forth in the Agreement.

B. Under the terms of the Agreement, Lessor shall receive a production royalty on the Minerals mined from the Property and sold by Lessee from any portion of the Property.

4. ASSIGNMENT. All of the terms and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, and assigns.

5. INFORMATION REGARDING AGREEMENT. Information regarding the Agreement may be obtained from Lessee's office and place of business at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80223.



See Consideration Book 3, Page 1



10755308

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF MINERAL LEASE effective as of the day and year first above written.

LESSOR:

Jennings Gary Dorn (L.S.)
Jennings Gary Dorn, Sr., a/k/a
J. G. Dorn
Social Sec. No. 447-46-4151

Virginia M. Dorn (L.S.)
Virginia M. Dorn
Social Sec. No. 440-18-2451

WITNESS:

(1)

(2)

(1)

(2)

WITNESS:

(1) Robert L. Johnson
(2) James E. Johnson
(1) Robert L. Johnson
(2) James E. Johnson

LESSEE:

GOLD FIELDS MINING CORPORATION

Donald W. Hobbs (L.S.)

ATTEST: Vice President, Exploration

Donald W. Hobbs (L.S.)

(South Carolina - Individual)

STATE OF South Carolina S
S ss.
COUNTY OF McCormick S

Personally appeared before me O. Lee Sturkey,
and made oath that he saw the within-named Jennings Gary Dorn,
a/k/a J.G. Dorn and Virginia M. Dorn sign, seal, and, as
their act and deed deliver the within-written Memorandum of Mineral
Lease; and that he with J. Richard Jones;
witnessed the execution thereof.

SWORN to before me this
29th day of November, 19 83
Douglas Richard Jones (L.S.)
Notary Public for South Carolina
My commission expires: 7-19-83
[NOTARIAL SEAL]

STATE OF South Carolina S
S ss.
COUNTY OF McCormick S

RENUNCIATION OF DOWER

I, O. Lee Sturkey, do hereby certify
unto all whom it may concern, that Mrs. Virginia M. Dorn,
the wife of the within-named Jennings Gary Dorn, a/k/a J.G. Dorn,
did this day appear before me, and upon being privately and
separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any
person or persons whatsoever, renounce, release and forever
relinquish unto the within-named Gold Fields Mining Corporation,
its successors and assigns, all her interest and
estate, and also all her right and claim of Dower of, in or to
all and singular the premises within mentioned and released.

Given under my Hand and Seal this
19 day of NOVEMBER
1983
Notary Public for South Carolina (U.S.A.)

Virginia M. Dorn
(Signature of Wife)

My Commission Expires: 1-1-91
[NOTARIAL SEAL]

(South Carolina - Corporate)

STATE OF South Carolina)
 S ss.
COUNTY OF Jefferson)
 S

Personally appeared before me John T. Hartman on December 19, 1948,
and made oath that I saw the within-named Lucifer Electric Company
Corporation by Franklin A. Drury its President
and John T. Hartman its Secretary-Treasurer sign,
seal, and as its act and deed, deliver the within written
Memorandum of Agreement; and that John T. Hartman with James L. Hartman
witnessed the execution thereof.

SWORN to before me this)

1948 day of December, 1948)
(L.S.)
Notary Public for South Carolina)
My commission expires: January 1949)
(NOTARIAL SEAL)

(South Carolina - Corporate)

STATE OF South Carolina)
 S ss.
COUNTY OF Jefferson)
 S

Personally appeared before me _____
and made oath that _____ saw the within-named _____
by _____ its _____;
and _____ its _____ sign,
seal, and as its act and deed, deliver the within written _____
; and that _____ with _____
witnessed the execution thereof.

SWORN to before me this)

____ day of _____, 19 ____)
(L.S.)
Notary Public for South Carolina)
My commission expires: January 1949)
(NOTARIAL SEAL)

EXHIBIT "A"
TO
MEMORANDUM OF MINERAL LEASE
DATED NOVEMBER 18, 1983
BETWEEN
JENNINGS GARY DORN a/k/a J. G. DORN & VIRGINIA M. DORN,
HUSBAND AND WIFE, AS LESSOR
AND
GOLD FIELDS MINING CORPORATION, AS LESSEE

Under the terms of the above-referenced Agreement, Lessor has granted, demised and leased to Lessee certain property referred to as the Property, which is situated in the County of McCormick, State of South Carolina and more specifically named and described as follows:

All those parcels of land as described in the records of the Tax Assessors office, McCormick County, South Carolina as tract no. 7, photo 220, 118.0 acres, tract no. 22, photo 225, 11.2 acres, tract no. 17, photo 235, 178.03 acres, Bordeaux Township, containing in all 311.0 acres, more or less.

The Property is a portion of certain tracts conveyed by deed to Jennings Gary Dorn, which tracts are as follows:

<u>Grantor</u>	<u>Acreage</u>	<u>Date</u>	<u>Recorded</u>
1. J. Frank Mattison, Master	426.0	5-3-39	Book 9 Page 265
2. Federal Farm Mortgage Corp.	100.5	8-2-39	Book 11 Page 214
3. T. C. Faulkner, Sr.	112.0	5-28-52	Book 20 Page 316

M.G.D., J.G.D.
Initiated for Identification
V.M.D.

JAN
11/01 1965
Liane 65
Thomas 97
Dale 100
English
12/01

State of South Carolina

County of McCormick

* * AFFIDAVIT OF CONSIDERATION

PERSONALLY appears before me O. Lee Sturkey, attorney for the Lessors, Jennings Gary Dorn, Sr., a/k/a J.G. Dorn, and Virginia M. Dorn, husband and wife, who, being duly sworn, deposes and says: that he is familiar with and has possession of a copy of the Mineral Lease between the parties and Gold Fields Mining Corporation, executed by the Lessors on November 29, 1983, and thereafter executed by the Lessee on December 13, 1983, that the consideration for the initial guaranteed term of the Lease is the sum of \$6,220.00; that this affidavit is made for the purpose of computing and affixing documentary stamps to the Memorandum of Mineral Lease dated November 18, 1983.

SORN to before me this 27th day of December 1983

O. Lee Sturkey

(LS)

Donald L. Sturkey
Notary Public for South Carolina
My Commission Expires: 10-07-92

MINERAL LEASE

THIS MINERAL LEASE (hereinafter called "Agreement") made as of the 12th day of November, 1981, entered by and between Jennings Gary Dorn, Sr., a/k/a J. G. Dorn and Virginia M. Dorn, husband and wife, whose address is P. O. Box 36, McCormick, South Carolina

29835

(hereinafter called "Lessor" whether one or more) and Gold Fields Mining Corporation, a Delaware corporation authorized to transact business in South Carolina, with offices at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80228 (hereinafter called "Lessee" for the consideration and upon the terms and conditions set forth below:

1. GRANT OF LEASE. In consideration of the mutual covenants set forth herein, Lessor does lease to Lessee certain property (herein called "Property") located in McCormick County, South Carolina such Property being identified on Exhibit (attached hereto and made a part hereof).

2. GRANT OF RIGHTS. Lessor grants to Lessee the following exclusive rights upon and within respect to the Property:

- (a) To enter the Property to survey, explore, prospect, drill, develop, mine, and cross-mine (in any manner whether by surface, open pit, or underground mining methods) stockpiles, remove, leach, concentrate, mill, smelt, beneficiate, process, ship and market, without limitation, all ores, metals, minerals, tailings, concentrates and mineral products (hereinafter called "Minerals"), exceeding only oil, associated hydrocarbons, sulfur, sand, gravel and topsoil.
- (b) To construct, use, maintain, repair, replace and relocate buildings, ore bins, shafts, declines, inclines, tunnels, drifts, open reservoirs, tailings ponds, waste dumps, ore stockpiles, roads, power and communication lines and any other structures and facilities.
- (c) To use the Property for the storage or permanent disposal of Minerals, water, waste, tailings or other materials produced from Property or other real property.
- (d) To use all easements, means of access and rights-of-way, for ingress and egress to and from the Property.
- (e) To use water from or appurtenant to the Property and to drain through and from the Property and to draw into any course of Property any water from operations conducted thereon or on other properties owned, worked or leased by Lessor. Specifically excluded from this grant is any right to water from ponds, reservoirs, tanks or wells owned and used by Lessor, without Lessor's prior permission which shall not be unreasonably withheld.
- (f) To use the Property for all of the purposes stated in this Section 2 in conjunction with Lessee's activities on other property.

3. TERM OF AGREEMENT. This Agreement is granted for an initial term of twenty-one (21) years from the date hereof (hereinafter "Primary Term") and for a period so long thereafter (hereinafter called "Extended Term") as Lessee is exercising any of the rights granted in Section 2 upon and with respect to the Property and is making the minimum advance royalty payments set forth in Section 4.

4. MINIMUM ADVANCE ROYALTY PAYMENTS. Lessee shall pay Lessor the minimum advance royalty payments (hereinafter "Minimum Payments"). All Minimum Payments paid to Lessor shall be credited against any production royalties that accrue. In the event no Minerals are produced from the Property, Lessor shall have no obligation to refund Minimum Payments. Lessee shall have the right to prepay any Minimum Payments. Lessee agrees to pay Minimum Payments to Lessor as follows:

Estate Owned	ANNUAL PER ACRE PAYMENT			
	First Through Fourth Lease Year	Fifth Through Ninth Lease Year	Tenth Through Fourteenth Lease Year	Fifteenth Lease Year And Thereafter Until Termination
Surface Only	\$ 7.50	\$10.00	\$17.50	\$27.50
Subject Minerals Only	\$12.50	\$20.00	\$32.50	\$52.50
Fee (Surface and Subject Minerals)	\$20.00	\$30.00	\$50.00	\$80.00

5. DELAY RENTAL. If, at any time during the Extended Term, all activities are continuously suspended for sixty (60) days or more upon with respect to the Property, Lessee shall pay Lessor a delay rental of Three Thousand Dollars (\$3,000.00) commencing sixty (60) days following first day of such suspension and a like sum every twelve (12) months thereafter so long as the suspension continues. The Extended Term Agreement shall remain in effect provided the delay rental payments are made. Nothing herein shall relieve Lessee of the duty to make Minimum Payments as provided in Section 4.

6. PRODUCTION ROYALTY. Except as otherwise calculated under Sections 21 or 22 Lessee shall pay to Lessor a production royalty which will be a percentage of the net smelter returns of the Minerals derived and sold or taken by Lessee from any portion of the Property. The percentage of the net smelter returns to be paid to Lessor shall be determined as follows:

- (a) A production royalty of five percent (5%) of the net smelter returns if Lessor owns the entire and undivided surface and estate in the Property.
- (b) A production royalty of four and one-half percent (4.5%) of the net smelter returns if Lessor owns the entire and undivided estate in the Minerals produced from the Property, or
- (c) A production royalty of one-half percent (1/2%) of the net smelter returns of any Minerals owned by a third party provided Lessee from any portion of the Property wherein Lessor owns the entire and undivided surface estate and does not own the Minerals.

The net smelter returns shall be the amount actually received by Lessee from the sale of Minerals less, but only to the extent actually incurred by Lessee, the following:

- (a) All charges and costs, if any, for transportation of Minerals to a smelter, refiner, consumer or purchaser from Lessee or to and from the Property.
- (b) All charges, costs and penalties, if any, for smelting, refining and marketing the Minerals.

In the event smelting and/or refining are carried out in facilities owned or controlled by Lessee, charges, costs and penalties for such operations, including transportation, shall mean the amount that Lessee would have incurred if such operations were carried out at facilities not owned or controlled by Lessee then offering comparable custom services for comparable products on prevailing terms.

If any production royalty becomes due and payable to Lessor prior to the determination of the total Mineral Content of the Subject Minerals, average percent recovery for all ore beneficiated, or other information needed for calculations pertaining to Section 21 or 22, Lessee shall pay a provisional royalty payment based on the then current available information as provided in this section.

A production royalty or provisional royalty payment made pursuant to this section or Section 11 or 12 will be divided four ways. One each calendar year on or before the forty-fifth (45th) day following each calendar quarter ended March, June, September and December during said quarter. The following adjustments shall be taken into account in determining the production royalty or provisional royalty:

- (a) Any adjustments to credits, charges, costs, deductions, or expenses actually imposed upon or given to Lessor but not taken into account in determining the production royalty for the preceding calendar quarter;
- (b) Any adjustments in the weights previously credited to Lessee by the purchaser, shipper, smelter or refiner of Minerals shipped or sold by Lessee during a preceding calendar quarter; and
- (c) Any adjustments in mineral content and average percent recovery calculated pursuant to Sections 21 or 22.

7. PAYMENT. All payments to Lessor shall be deemed received when paid to Lessor or into Lessor's Account No. 7610-1397 whose address is DON BANKING CO., MC LORRELL, I.C. 19835 (hereinafter called "Payment Bank"). Lessee shall not be liable for collection of payments from that account if the Payment Bank should be succeeded by another financial institution or if the Payment Bank for any reason fails or refuses to accept any payment. Lessor shall not be in default for failure to make such payment until sixty (60) days after Lessor has given Lessee written notice of the name and address of another financial institution which is to serve as Lessor's agent.

8. TAXES. Lessor and Lessee shall pay their proportionate shares of all taxes and assessments on their respective interests in the Property, and those taxes and other assessments levied or assessed against their respective personal properties or real estate in the Property. Lessor agrees to pay all general ad valorem taxes and assessments assessed against the Property and all taxes resulting from the Lessor's use. Lessee shall reimburse Lessor for that portion of such taxes which are attributable to any mineral reserves, stockpiled ore, or any producing mine opened and operated on the Property by Lessee, less the part thereof attributable to Lessor's production royalty interest. Lessor shall furnish Lessee all bills, demands or notices received by Lessor for such fees, taxes and assessments the payment of which Lessee is responsible for at least thirty (30) days before the same are due and payable together with all notices or statements relating thereto received by Lessor. Lessee, at its cost and expense, may contest (after giving written notice to Lessor) by appropriate proceedings conducted in good faith and with due diligence, the amount or validity of any taxes or assessments with respect to the Property or the Minerals, provided that Lessee shall make all contested payments, unless such proceedings shall suspend the collection of taxes or assessments.

9. LESSER INTEREST AND TERMINATION. Without impairment of the covenants and warranties of title contained in this Agreement, if Lessor owns less than the entire and undivided estate in the Property as identified on Exhibit A, Lessee may terminate this Agreement with respect to that portion of the Property that is not owned by Lessor. Upon such partial termination, the Minimum Payments shall be proportionately reduced and all payments due under this Agreement will be payable to Lessor only in the proportion that Lessor's actual ownership interest in the Property bears to the interest described on Exhibit A. Lessee shall be entitled to offset all monies wrongfully paid to Lessor against Minimum Payments and any production royalties that accrue to Lessor.

If Lessee shall have the right to terminate this Agreement at any time, in its entirety or as to any part thereof, by delivering or mailing to Lessor at least thirty (30) days prior to such termination a written notice stating either (i) that there will be a complete termination of this Agreement or (ii) that there will be a partial termination as to the property described in the notice. The termination shall take effect upon the date specified in the notice. Upon termination, all of Lessee's rights, title, interest and obligations set forth in this Agreement as they apply to the Property or part thereof specified in the notice, including the payment of Minimum Payments or production royalties, shall terminate except for payments that have accrued hereunder and have not yet been paid.

In the event there is a partial termination as provided herein, the Minimum Payments shall be reduced proportionately. This Agreement shall continue in effect with respect to all remaining property. After delivery of the notice of termination, Lessee shall execute, record and deliver a release confirming the relinquishment of the Property or portions thereof as the case may be.

10. THIRD-PARTY CLAIMS. If Lessee is advised by an attorney that a third party may have a claim of ownership in the Property, or Minerals or the proceeds thereof, Lessee may deposit in a special escrow account any payments otherwise due Lessor and give written notice of such deposit to Lessor. The sums deposited shall remain in the special escrow account until the claim or controversy is resolved or until there has been a final determination of the claim or controversy by a court or administrative body of competent jurisdiction and any appeal therefrom, or the period in which to appeal has expired.

11. DEFAULT. If Lessor believes Lessee's conduct is in violation of this Agreement and such conduct does not involve the failure to pay money to Lessor, then Lessor shall give Lessee written notice specifying the circumstances which constitute a default. If the parties agree in writing or a court of competent jurisdiction determines that there has been such a default and within thirty (30) days from the date of such agreement or determination Lessee initiates and diligently attempts to cure such default, Lessee shall be excused from any liability it might otherwise have to pay damages and this Agreement shall remain in effect.

If Lessor believes Lessee's conduct is in violation of this Agreement by reason of Lessee's failure to pay money to Lessor, then Lessor shall give Lessee written notice specifying the circumstances which constitute a default to pay the amount of money asserted to be due. If the parties agree in writing or a court of competent jurisdiction determines that there has been such a default and within ten (10) days from the date of the agreement or determination Lessee pays Lessor the money due Lessor, Lessee shall be excused from any obligation to pay damages and this Agreement shall remain in effect.

If Lessee fails to timely take the appropriate action as prescribed above, this Agreement shall remain in effect and Lessor's sole remedy shall be the recovery of actual compensatory damages.

12. TITLE. Upon request by Lessee, Lessor shall furnish promptly to Lessee all title insurance policies to the Property, documents and copies of documents filed with any county, state or federal government agency, prior deeds, if any and all material in Lessor's possession relating to the Property's title, description or otherwise. Upon written request of Lessee, Lessor shall execute and deliver to Lessee additional formal assurances, other documents, in proper and recordable form, as may reasonably be necessary to carry out the terms and intent of this Agreement. Lessee may pay any promissory note, mortgage, tax or other lien upon the Property and be subordinated to the rights of the holder thereof. Lessee shall have the right to retain, from any payment that would otherwise become payable to Lessor hereunder, the amount paid by Lessee to discharge such promissory note, mortgage, tax or other lien.

13. REMOVAL OF PROPERTY. Lessee shall have the right for a period of one (1) year after any termination made pursuant to Section 9 enter and remove from the Property any machinery, fixtures, buildings, Minerals and other property which Lessee has erected or placed there.

14. WARRANTY. Lessor, covenants, represents and warrants that:

- (a) Lessor is the sole legal and equitable owner of the surface and mineral estates that comprise the Property (as indicated on Exhibit A) without limitation whatsoever;
- (b) The Property is free and clear of all leases (excluding Oil and Gas Leases), encumbrances and outstanding adverse claims and interests, not of record;
- (c) Lessor has full power and authority to execute this Agreement;
- (d) Lessee shall have the quiet and peaceful possession and enjoyment of the Property and Lessor will do everything lawfully within his power to defend title to the Property and Lessee's quiet and peaceful possession and enjoyment thereof against all persons or entities who may claim any interest in the Property, Minerals or the proceeds thereof; and
- (e) There has been no violation of any applicable federal, state, regional or county law or regulation relating to zoning, land environmental protection, or otherwise with respect to the Property or activities relating thereto.

15. DUTIES OF LESSEE. The provisions for Minimum Payments, delay rentals and production royalties contained in Sections 4, respectively, exclude and negate any express or implied duty to perform exploration or development work or to mine the Property at any rate or in any manner. The activities of Lessee, if any, shall be only to the extent and at the locations, times and methods and in the manner that Lessor so permits in its sole discretion determine. If Lessee elects to perform work on the Property, such work shall be performed as follows:

- (a) Lessee will endeavor in good faith to comply with applicable provisions of federal, state, regional and county laws and regulations;
- (b) Lessee shall indemnify, protect, save and hold harmless Lessor, from and against all liens or claims arising out of Lessee's activities.

16. LESSOR'S ACCESS TO OPERATIONS. Subject to compliance with applicable federal, state and local regulations and requirements of Lessee's safety and health program, Lessor has the right, at reasonable times and at the sole risk of Lessor, to enter upon the Property and any mine workings thereon for the purpose of inspecting same and any work being conducted by Lessee thereon. Lessor agrees to assume all liability for, and indemnify, protect, save and hold harmless Lessee from, by and on behalf of Lessor, liabilities, costs and expenses of every kind and character arising out of any death, personal injury or property damage sustained by Lessor while in or upon the Property.

17. DAMAGES. Lessee shall restore damaged portions of the Property by grading, leveling and planing or pay an equitable compensation to the injured party or parties for actual damages that are caused by Lessee's operations upon the Property for damage to crops, pasture, timber, fence-gates, canals, ditches, reservoirs, roads and improvements, damage by harsh or injury to or loss of livestock and damages caused by the removal of crops or timber.

For each and every acre of the Property owned by Lessor within any open cut, shaft, stockpile or waste dump or for each and every acre Lessee takes exclusive and continuous possession of for any purpose herein, Lessee shall pay a one-time payment to Lessor on or before the first anniversary date of the Agreement after such acre or acres is put to such use, an amount equal to one hundred fifty percent (150%) of the current market surface value of equivalent lands in the vicinity. At Lessor's option, election of which will be by written notice, title to each and every acre that due to Lessee's operations cannot be restored to its prior use will be conveyed to Lessee.

Any payments due to Lessor and made by Lessee pursuant to the provisions of this Section 17 shall be deemed to be full and complete compensation for the damage to and use of each such acre or acres. Neither party shall be responsible for special or consequential damages to the other party for any claim that may arise as a result of the breach of this Agreement.

18. FENCES. If Lessee finds it necessary to cut any fence on the Property, it first will install and cross heavy commerce posts at each end of the opening to be made, and will securely fasten the fence wire to these posts in a manner which will prevent sagging. Lessee also will retain in each opening a gate of a quality acceptable to Lessor. If Lessee desires that any opening provide uninterrupted ingress and egress, it shall have the right to install therein a cattleguard of sufficient size and substance to bear the load of traffic necessary for its operations and capable of turning all livestock. If Lessee finds it necessary to relocate any fence on the Property due to operations being conducted under this Agreement, Lessee shall perform such relocation at its expense or pay Lessor for the cost of replacement of such fence.

19. ROADS. Lessee agrees at its sole expense to maintain, repair and restore within a reasonable time the existing non-public access roads used by Lessee and located on the Property to a good and passable condition consistent with their historical use.

20. BOOKS AND RECORDS. Lessee shall keep accurate records of all Minerals and mineral products derived from the Property by Lessor and sold by Lessee, and of all calculations relative to production royalty payments hereunder. The records may be inspected by Lessor or a duly authorized representative of Lessor once each calendar year during business hours upon providing to Lessee forty-eight (48) hours prior to written notice.

21. UNITIZATION. For the sole purpose of determining the payments of production royalties Lessor grants to Lessee the absolute right to combine the Property or any portion thereof with other lands owned or leased by Lessee to form a unit or units (hereinafter called "Unit") of such size and shape as Lessee in its sole and absolute discretion deems necessary to facilitate the production of Minerals from the Unit. Lessor may exercise said right at any time during the Primary and Extended Terms of this Agreement by executing and recording an instrument (containing the acreage included in a Unit and shall notify Lessor by delivering to Lessor a copy of the recorded instrument). A Unit shall not exceed 3,000 acres in size. Lessee, in its sole and absolute discretion, shall have the right to terminate a Unit without further obligations except for payments that have accrued hereunder and have not yet been paid.

Operations conducted anywhere on a Unit shall be deemed to have been conducted at least in part on the Property. If Minerals are produced from a Unit, the Minerals shall be deemed to have been, at least in part produced from the Property. The portion of the production deemed to have been produced from the Property for the purposes of paying production royalty to Lessor shall be equal to the proportion that the surface area of the unit portion of the Property bears to the total surface area of the Unit. All activities on the Unit will be conducted pursuant to the rights granted to Lessee under the terms of this Agreement.

If it is determined that Lessor owns less than the entire and undivided surface and mineral estate in the Property, then for the purposes of Section and Section 6, the Lessor's proportionate share of the Minerals produced shall be reduced by the percentage of the undivided portion of the Property that Lessor does not own. If other land is added to a Unit, the surface area percentages shall be adjusted accordingly. If a Unit is altered in size, there shall be no retroactive reallocation of production royalties or other payments.

Under any unitized mining operation, the Lessee may commingle ores mined with the Minerals without previous testing, sampling, or assay within the Unit. Production royalty calculations for the Unit will be pursuant to this section and not pursuant to Section 22.

In the event that Lessee does not elect to unitize the Property with other lands, Lessee shall have the right to commingle Minerals with ore or minerals from other lands for any and all purposes of this Agreement pursuant to Section 22.

22. COMMINGLING. Lessee shall have the right, at any time and from time to time, at its sole discretion, to commingle ore from the Property (hereinafter called "Subject Ore") with ore mined from the real property other than the Property (hereinafter called "Other Ore"). Subject Ore and Other Ore will be separately weighed, sampled, and analyzed to determine mineral content (hereinafter called "Mineral Content") which term means that portion of the ore which Lessee, at its sole discretion, chooses to recover through beneficiation. Measurements to determine the total weight of all ore mined will be made by weighing or by volumetric measurements or by alternate methods as determined at Lessee's sole discretion. Calculations employed to determine total weight shall be based upon dry weight. Lessee shall keep records of the total weight and Mineral Content of all ore mined and beneficiated for each property owner and the aggregate thereof.

Lessee shall determine the average percent recovery of the Mineral Content of all ore beneficiated by dividing the Mineral Content recovered and sold (which figure represents the basis upon which Lessee's net smelter returns are calculated) by the total Mineral Content of all ore mined and recovered. Payment of production royalties to Lessor shall be based on the Mineral Content of all Subject Ore multiplied by the average percent recovery.

All sampling, measuring, analyzing, weighing, assaying and calculating shall be done in accordance with procedures generally accepted in the mining industry.

23. FORCE MAJEURE. Lessee shall not be deemed in default in the performance of operations hereunder during any period in which performance is prevented by any cause reasonably beyond Lessee's control, each of which cause is called "Force Majeure". Force Majeure include, without limitation, fire, floods, storms, other damage from the elements, strikes, labor disputes, inability to obtain competent workmen, unavailability of transportation or necessary equipment, lack of a market reasonably satisfactory for the sale of any product from the Property, acts of governmental authorities, failure to receive required governmental approvals, inability to obtain water for Lessee's operations, lack of adequate litigation acts of God, and acts of the public enemy. The term of this Agreement shall be extended for a period equal to the period of Force Majeure. All such periods shall be deemed to begin at the time Lessee is prevented from performing its operations hereunder by reasons of Force Majeure. Nothing in this Section 23 shall limit Lessee's obligation to make Minimum Payments as provided in Section 4.

24. RIGHTS NOT TO BE SUSPENDED. Any dispute between the parties or resolution thereof relating to this Agreement shall not affect with or affect any right Lessee may have under this Agreement.

25. ADDITIONAL AND AFTER-ACQUIRED RIGHTS. If Lessor acquires any additional right or interest in the Property or property adjacent to the Property while this Agreement is in effect, (i) Lessor shall promptly notify Lessee, (ii) Lessor shall promptly offer such right or interest to Lessee which offer shall remain open for a period of sixty (60) days after the date it is made, and (iii) Lessee shall have the right to lease the right or interest for payment to Lessor according to the terms presented by this Agreement.

If Lessor acquires any after-acquired right or interest in the Property, which right or interest is already warranted in this Agreement, Lessor promptly notify Lessee in writing of the acquisition. Such right or interest and the acquisition of the Property and subject to this Agreement will be payment of any additional consideration by Lessee. Lessor shall sign, acknowledge, and deliver an Amendment to this Agreement and a Memorandum of this Agreement to Lessee, so as to include such right or interest.

26. COOPERATION. Lessor agrees, in good faith, to cooperate with Lessee, where such cooperation is required by Lessee, in the obtaining of all necessary permits required in Lessee's exercise of any and all rights under this Agreement.

27. ASSIGNMENT. Either party may assign all or a portion of their respective rights under this Agreement with the prior written consent of the other party, which consent shall not be unreasonably withheld, provided the assignee executes an assumption of all of the assignor's obligations hereunder. However, no consent will be required for any assignment by Lessee to an affiliate or subsidiary or all or parts of Lessee's right obligations under this Agreement. No party shall be chargeable with notice of any assignment until such party has been furnished with written threer and a duplicate or photostatic copy of the instrument of assignment and assumption.

(South Carolina - Individual)

STATE OF South Carolina §
COUNTY OF McCormick § ss.

Personally appeared before me O. Lee Sturkey,
and made oath that he saw the within-named Jennings Gary Dorn,
a/k/a J.G. Dorn, and Virginia M. Dorn sign, seal, and, as
their act and deed deliver the within-written Mineral Lease
; and that he with J. Richard Jones ;
witnessed the execution thereof.

SWORN to before me this)
29th day of November, 1983)
Josh Richard Dorn (L.S.))
Notary Public for South Carolina)
My commission expires: 7-29-85)
[NOTARIAL SEAL])

STATE OF South Carolina §
COUNTY OF McCormick § ss.

RENUCIACTION OF DOWER

I, O. Lee Sturkey, Notary Public, do hereby certify
unto all whom it may concern, that Mrs. Virginia M. Dorn,
the wife of the within-named Jennings Gary Dorn, a/k/a J.G. Dorn,
did this day appear before me, and upon being privately and
separately examined by me, did declare that she does freely,
voluntarily and without any compulsion, dread, or fear of any
person or persons whomsoever, renounce, release and forever
relinquish unto the within-named Gold Fields Mining Corporation,
its successors ~~and assigns~~, all her interest and
estate, and also all her right and claim of dower of, in or to
all and singular the premises within mentioned and released.

Given under my Hand and Seal this
19 day of NOVEMBER)
Anno Domini 1983)

Virginia M. Dorn)
(Signature of Wife)

O. Lee Sturkey (L.S.)
Notary Public for SOUTH CAROLINA

My Commission Expires: 7-1-91
[NOTARIAL SEAL]

28. NOTICE. Any notice or other instrument required or desired to be given under this Agreement shall be effective when written and personally delivered to the party to be given such notice or the same has been deposited in the United States mail, certified or registered or registered with postage thereon fully paid, to the address set forth above. Either party may change its address by giving written notice in the manner to the other party.

29. SEVERABILITY. In the event that any court or administrative body of competent jurisdiction determines that any part, term, or provision of this Agreement is unenforceable, illegal, or in conflict with any federal, state, regional, or county law, the parties shall petition for such a ruling. It is deemed to have determined such court or administrative body to reform such part, term, or provision in such a way as to carry out the intent of the parties hereto to the extent permissible under such law; provided, however, that if the court or administrative body declines to so act, then, such part, term, or provision shall be considered severable from the rest of the Agreement, and the remaining provisions of the Agreement shall not be thereby affected, and this Agreement shall be construed and enforced as if the Agreement did not contain such part, term, or provision.

30. PERPETUITIES. As to any provision in this Agreement, the parties hereto do not intend that there shall be any violation of the Rule against Perpetuities or any related rule, if any such violation should inadvertently occur, but the intent of the parties hereto that the appropriate court shall reform the provision in such a way as to approximate most closely to the intent of the parties hereto within the limits permissible under such rule or related rule.

31. BINDING EFFECT, CONSTRUCTION AND ENFORCEMENT. All covenants, conditions, and terms of this Agreement shall be of benefit to and run with the Property and shall bind and inure to the benefit of the parties hereto, their respective heirs, successors, personal representatives, subsidiaries, affiliates, including any business entity of which the majority of the equity is owned directly or indirectly by Lessor or Lessee or their

partners, principals, or offices and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of SOUTH CAROLINA.

32. MEMORANDUM. Concurrently with the execution of this Agreement, Lessor shall execute and deliver to Lessee a Memorandum of this Agreement in recordable form.

33. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be as fully binding on the signatory parties as if executed by all parties.

34. SOLE AGREEMENT. This Agreement and the Exhibits attached hereto set forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter of this Agreement. No modification or alteration of this Agreement shall be effective unless reduced to writing and executed by the parties hereto. The division of this Agreement into sections and the use of captions are solely for convenience and shall not be used in its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

LESSOR:

Jennings Gary Dorn (SEAL)
Jennings Gary Dorn, Sr. a/k/a J.G. Dorn
Social Security No. 247-40-4151

Virginia M. Dorn (SEAL)
Virginia M. Dorn
Social Security No. 550-18-9471

Social Security No. _____

(SEAL)

WITNESSES

(1) Robert P. Graham

(2) Richard Jones

LESSEE:

Gold Fields Mining Corporation

Donald W. Kohls

DONALD W. KOHLS
Vice President, Exploration

ATTEST:

Robert P. Graham

James Graham

(South Carolina - Corporate)

STATE OF COLUMBIA S

S ss.
COUNTY OF JEFFERSON S

Personally appeared before me John T. Fitzgerald and made oath that he saw the within-named Griffith's Building Corporation by Franklin D. Kline its President and John T. Fitzgerald its Executive Secretary, seal, and as its act and deed, deliver the within written Deed of Lease; and that he with John T. Fitzgerald witnessed the execution thereof.

SWORN to before me this)

13th day of December, 1983.)

John T. Fitzgerald (L.S.)

Notary Public for COLUMBIA)

My commission expires: 1/14/87)

[NOTARIAL SEAL])

John T. Fitzgerald

(South Carolina - Corporate)

STATE OF _____ S

S ss.
COUNTY OF _____ S

Personally appeared before me _____ and made oath that _____ saw the within-named _____ by _____ its _____; and _____ its _____ sign, seal, and as its act and deed, deliver the within written _____; and that _____ with _____ witnessed the execution thereof.

SWORN to before me this)

____ day of _____, 19 ____.)

(L.S.) _____

Notary Public for _____)

My commission expires: _____)

[NOTARIAL SEAL])

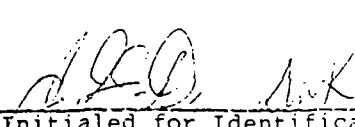
EXHIBIT "A"
TO
MINERAL LEASE
DATED NOVEMBER 13, 1983
BETWEEN
JENNINGS GARY DORN a/k/a J. G. DORN & VIRGINIA W. DORN,
HUSBAND AND WIFE, AS LESSOR
AND
GOLD FIELDS MINING CORPORATION, AS LESSEE

Under the terms of the above-referenced Agreement, Lessor has granted, demised and leased to Lessee certain property referred to as the Property, which is situated in the County of McCormick, State of South Carolina and more specifically named and described as follows:

All those parcels of land as described in the records of the Tax Assessors office, McCormick County, South Carolina as tract no. 7, photo 220, 118.0 acres, tract no. 22, photo 235, 11.2 acres, tract no. 17, photo 235, 178.03 acres, Bordeaux Township, containing in all 311.0 acres, more or less.

The Property is a portion of certain tracts conveyed by deed to Jennings Gary Dorn, which tracts are as follows:

<u>Grantor</u>	<u>Acreage</u>	<u>Date</u>	<u>Recorded</u>
1. J. Frank Mattison, Master	426.0	5-3-39	Book 9 Page 265
2. Federal Farm Mortage Corp.	100.5	3-2-39	Book 11 Page 214
3. T. C. Faulkner, Sr.	112.0	5-28-52	Book 20 Page 316


Initialed for Identification

Wm D

Lease Fee
 Lease & Option Surface Only BLM Land Project Hawe Creek
 Purchase Minerals Only Forest Land Land File L-1342
 Other Unpatented Claims State Land Affects other
 Patented Claims Other File #s

ACQUISITION SUMMARY

LESSOR: Jennings Gary Dorn SS# Jennings- 247-46-4151
 Virginia M. Dorn
 ADDRESS: P.O. Box 36, McCormick, S. Carolina 29835

PROPERTY ACQUIRED: Tract No. 7, Photo 220 (118 ac.), Tract No. 22, Photo 235 (11.2 ac.) & Tract No. 17, Photo 235 (178.03 ac); [31] total acres

COUNTY McCormick TOWNSHIP Bordeaux STATE South Carolina

EFFECTIVE AGREEMENT DATE: 11-18-83 TERM: 21 years plus
Extended Term

PAYMENT OBLIGATIONS: Rental Minimum Payment Advance Royalty
Production Royalty: 5% NSR less transportation, smelting & refining
penalties, marketing costs and minimum payments.
Other: Delay Rental \$3,000/yr during Extended Term if production is suspended for 60 days.

PAYMENT SCHEDULE: Monthly Quarterly Annually Other

AMOUNT	DUE	AMOUNT	DUE
\$6,220.00	11-18-83 thru 11-18-85 (paid in advance)		
\$6,220.00	11-18-86		
\$9,330.00	11-18-87 thru 11-18-91		
\$15,550.00	11-18-92 thru 11-18-96		
\$24,880.00	11-18-97 and thereafter		

RIGHTS & OBLIGATIONS: (* Peculiar to this lease)

- *-Right of access, water rights excepting any water rights from ponds, reservoirs, tanks or wells used or owned by Lessor without prior consent, right to survey, explore, prospect, drill, develop, mine, cross-mine, commingle ore and store waste, excepting oil, gas, associated hydrocarbons, sulfur, sand, gravel and topsoil.
- *-Each party is to pay its proportionate share of taxes, including ad valorum tax. (Lessor to pay all taxes and be reimbursed from Lessee for their share.)
- Payments may be reduced proportionately in accordance with Lessor's actual interest.
- Lessor may enter Property from time to time at their own risk and expenses with appropriate notice as determined by Lessee.
- GFMC to pay equitable compensation for damage to Lessor's personal property. GFMC to install gates with heavy cornertype posts where any fences have been cut and pay for the relocation for any fences they move.
- GFMC to pay one time payment of 150% of the then current market value for every acre used in mining activities. Title to those acres affected will be conveyed to GFMC.
- GFMC to pay expenses to maintain, repair and restore any non-public access roads.
- Lessor may inspect books and records once a year with 2 weeks prior written notice.
- If Lessor acquires any additional right or interest in adjacent property Lessee has the option to acquire said rights by payment to Lessor under the terms of this Agreement.
- Lessor shall cooperate with GFMC in obtaining all necessary permits.
- Lessor and Lessee have right to assign with prior written consent.
- Lessee has right to unitize property for determining Production Royalties.

TERMINATION REQUIREMENTS:

- Full or partial release upon written notice - thirty (30) days prior, copy of recorded release to owner.
- Right of re-entry for a period of one (1) year after termination.

Dec 15 1983
Date Prepared

J. H. Dorn - F. Dorn
Landman, Agent